

Electronically Recorded

Tarrant County Texas

Official Public Records

6/8/2010 12:42 PM

D210136311

*[Signature]* ~~Consent to Oil and Gas Lease~~ <sup>RGS</sup> \$16.00

WHEREAS the undersigned, **Mortgage Electronic Registration Systems, Inc.** ("MERS" or "Lienholder"), signing through its authorized agent, is the owner and holder of that certain indebtedness secured by a DEED OF TRUST ("Security Instrument") executed on **May 17, 2005**, by **Dee Green and wife, Stacy Green** ("Borrower" whether one or more), for the benefit of Lender, as nominee for lender, recorded at Instrument No. **D205150787** Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

Being all of Lot 2, Block 6, Eden Gardens, Section Three, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 4344, Plat Records, Tarrant County, Texas, and being further described in that certain Special Warranty Deed with Vendor's Lien dated May 26, 2005, from Alphonso Jackson, Secretary of Housing and Urban Development, of Washington, D.C to Dee Green and Stacy Green, said deed recorded as Document No. D205150786, Official Public Records, Tarrant County, Texas

And WHEREAS **Dee Green and Stacy Green** ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") to Hollis R. Sullivan, Inc., dated July 2, 2008, recorded as Document No. D2080295515, Official Public Records, Tarrant County Records, now owned by XTO Energy Inc., ("Lessee") through assignment recorded in the Official Public Records of Tarrant County, Texas, at Document Number D208378421.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

1. Non-disturbance. Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.
2. Payment of Royalties. Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.
3. Consent. Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.
4. Attornment. In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

In the event of surface operations on the subject property, this subordination agreement will become null and void.

Witness my signature this the 3<sup>rd</sup> day of June, 2010.

Mortgage Electronic Registration Systems, Inc.

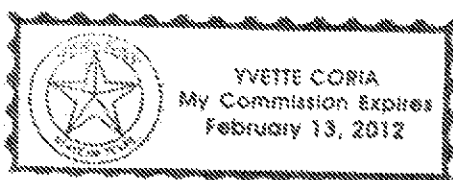
By: *[Signature]*

Name/Title: Heather A. Vining, Assistant Secretary

#### ACKNOWLEDGMENT

STATE OF Texas \$  
COUNTY OF Dallas \$

This instrument was acknowledged before me on the 3<sup>rd</sup> day of June, 2010 by Heather A. Vining (name), Assistant Secretary (title/position) of MERS, on behalf of said organization in the capacity herein stated.



*[Signature]*  
Notary Public